

SERIAL 04186 - C JET A FUEL PURCHASE AND STORAGE (NIGP CODE 40518)

DATE OF LAST REVISION: September 11, 2006 CONTRACT END DATE: December 31, 2007

CONTRACT PERIOD THROUGH DECEMBER 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **JET A FUEL PURCHASE AND STORAGE (NIGP CODE 40518)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **DECEMBER 16, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO Procurement
Kathy Sicard, Materials Management

(Please remove Serial 99195 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **JET A FUEL PURCHASE AND STORAGE
(NIGP CODE 40518)**

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for Jet A Fuel Purchase and Storage.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Vendor must be located at Deer Valley Airport, 530 W. Deer Valley Road, Phoenix, AZ 85027 as MCSO Aviation operates out of this location. It is estimated that 122,000 gallons will be used annually.

2.2 INVENTORY MANAGEMENT AND REORDERING:

2.2.1 Vendor will maintain an inventory of Jet A Fuel in their storage tanks, for use by MCSO.

2.2.2 Inventory management and re-ordering will be the responsibility of the vendor. The vendor must obtain written consent from MCSO for the inventory management policy, to the extent it is relevant to the operations of this contract. The following are the prerequisites of the inventory management & reordering policies:

2.2.2.1 Vendor must utilize cost effective and efficient inventory management techniques.

2.2.2.2 Vendor should obtain the overall lowest & competitive rate possible, before purchasing the fuel. The vendor must obtain concurrence of MCSO Aviation before ordering for the fuel. (If MCSO is able to get better prices, it may purchase it's own fuel and direct the vendor to take delivery on it's account.)

2.2.2.3 Vendor is responsible for deciding the reorder quantity and time. The vendor should work closely with the MCSO Aviation to achieve best results and to avoid over/under-stocking.

2.3 OPERATIONS:

2.3.1 MCSO Aviation operates or owns helicopters. Some of these utilize Jet A Fuel. The vendor will be responsible for refueling these helicopters in cold or hot loads. Hot loads must be done at the MCSO helicopter pad located at the Deer Valley airport.

2.3.2 MCSO Aviation division currently owns five (5) 500-gallon tanks.

2.3.3 MCSO Aviation will provide one (1) 500-gallon tank to the vendor. This tank will be utilized for refueling needs of MCSO whenever vendor's personnel are either not available or after the vendor's regular business hours. The vendor must make all reasonable efforts to keep the tank filled up. It will be the vendor's responsibility to ensure that the tank is full before close of business and re-fueled at the earliest possible opportunity.

2.3.4 Other tanks are stationed at various points of the county. Vendor will be responsible for filling up these tanks, if requested by the MCSO. The MCSO Aviation Division will bring the 500-gallon tanks to the vendor's site for fueling.

2.4 ACCOUNTING AND INVOICING:

2.4.1 The vendor will provide the Sheriff's personnel a receipt of usage, in gallons, each time they upload/refuel the helicopters and/or tanks. The receipt must state as a minimum, time/date/meter readings/quantity and should be submitted in duplicate to MCSO Aviation. Attn: Capt Garland Moore, Central Arizona Project, 23636 N. 7th Street, Phoenix, AZ.

2.4.2 Vendor must provide a weekly reconciliation of fuel usage to MCSO Aviation. Reconciliation statements may also be requested by other authorized county agency and must be made available within reasonable period.

- 2.4.3 Invoices must include MCSO purchase order number (if available), the quantity & cost of fuel, Storage & upload fees and taxes, if applicable. Invoices must be submitted after every upload/refueling.
- 2.4.4 MCSO Aviation will pay for the fuel based on rates agreed upon {see 2.1.2.2 above}, if the fuel is purchased by the vendor. Vendor must indicate price of fuel as on XX-XX-XX in the pricing sheet. This rate will be for indicative purposes only and will be used for deciding the award.
- 2.4.5 Vendor must state the fees applicable for storage and uploading on the attached pricing sheet. Vendor should include cost of normal losses in their fees. Losses above normal levels will not be paid for the MCSO.

2.5 SAFETY AND OTHER REQUIREMENTS:

- 2.5.1 Only qualified personnel must be utilized in the operation of this contract. Vendor is responsible for all safety requirements established by the Federal Aviation Agency and other Government agencies.
- 2.5.2 On occasions MCSO personnel may operate the vendors pumps/meters to refuel/ upload. MCSO will be responsible for all losses/damages that may occur due to losses/damages caused by its personnel.
- 2.5.3 The meter(s) used for re-fueling or uploading must be approved and licensed by AZ departments of weights and measures.

2.6 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.7 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.8 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

- 2.8.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.8.2 Documentation that names the replacement product or model.
- 2.8.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.8.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.8.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one () year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, SHERIFF'S PURCHASING, 602-876-3409
(S_Krausnick@MCSO.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.13.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.13.2 Pricing pages, MANDATORY (Attachment A)

3.13.3 Agreement page, MANDATORY (Attachment B)

3.13.4 References (Attachment C)

3.13.5 Vendor Information, MANDATORY (Attachment D)

TRAJEN/ATLANTIC AVIATION, 732 WEST DEER VALLEY ROAD, PHOENIX, AZ 85027
WESTWIND AVIATION INC, 732 W DEER VALLEY ROAD, PHOENIX, AZ 85027

PRICING SHEET C913001 / B0603752
NIGP CODE 40518

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO 2 % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 FEES FOR STORAGE/REFUELING:

1.1	Fee for 500 gallon tank	\$.32 /gallon
1.2	Fee for "hot load"	\$.32 /gallon
1.3	Fee for "cold" engine	\$.32 /gallon

2.0 NORMAL LOSSES DUE TO STORAGE / SPILLAGE, ETC.
(PER 10,000 GALLONS):

10 GALLONS

3.0 BUSINESS HOURS:

24 HOURS

4.0 COST OF FUEL, AS OF 11/9/04
(FOR INDICATIVE PURPOSES ONLY)

\$1.94 /gallon

COUNTY HAS BEEN PURCHASING FUEL DIRECTLY
 FROM DISTRIBUTOR.
 WESTWIND'S CURRENT COST WITHOUT TAXES &
 INSURANCE IS \$1.63 PER GALLON.

NOTE: MARICOPA COUNTY IS NOT SUBJECT TO FEDERAL EXCISE TAX

TRAJEN/ATLANTIC AVIATION, 732 WEST DEER VALLEY ROAD, PHOENIX, AZ 85027
WESTWIND AVIATION INC, 732 W DEER VALLEY ROAD, PHOENIX, AZ 85027

Terms: NET 30

Vendor Number: **W000008384 X**

Telephone Number: ~~623-869-0866~~ **623-869-0866**

Fax Number: ~~623-780-8484~~ **623-780-8484**

Contact Person: ~~Ronald J Haarer~~ **Steve Flippin**

E-mail Address: ~~sales@westwindaviation.com~~ **sflippin@atlanticaviation.com**

Company Web Site: ~~www.westwindaviation.com~~ **www.atlanticaviation.com**

Insurance Certificate Required

Contract Period: To cover the period ending **DECEMBER 31, 2007**